



# Conditions of Registration for Postgraduate Research Students

2018/2019

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Effective from: 1 August 2018	Date for review: March 2019

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## Summary of Conditions

- The Conditions of Registration set out the terms and conditions (“Conditions”) that apply to registration for postgraduate research qualifications studied with The Open University.
- These Conditions set out the terms of the agreement between us. They refer to other policies and procedures, to The Open University regulations and to codes of practice. Together, these documents set out the details of your rights and obligations as a student of The Open University.

## Scope

### What this document covers

These Conditions of Registration apply to students who register for postgraduate research qualifications, and set out the terms of the agreement between you and The Open University, including your rights and obligations as a student.

These Conditions apply to your study starting in the academic year 2018/19 (which runs from 1 August 2018 to 31 July 2019).

### What this document does not cover

These Conditions do not apply to the following groups of students:

- a) Undergraduate and Postgraduate taught students
- b) Those studying free courses on OpenLearn or FutureLearn
- c) Those studying Short Courses. Please refer to Conditions of Registration (Short Courses) 2018/19.

## Related Documentation

Refer to the following documentation in conjunction with this document:

- [Fee Rules \(Postgraduate Research\) 2018-19](#)
- [Fee Rules \(Postgraduate Research - ARC\) 2018-19](#)
- [Student Privacy Notice](#)
- [Code of Practice for Student Discipline](#)
- [Code of Practice for Research](#)
- [Student Computing Policy](#)
- [Research Degree Regulations](#)
- [Research Degree Handbooks](#)

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- [Complaints and Appeals Procedure](#)

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## The Open University Student Charter Principles

This policy aligns with the following [Open University Student Charter](#) Principles:

- Principle 2: We aim to inspire and enable learning
- Principle 3: We share the responsibility of learning
- Principle 4: We work together to secure the University's mission and to promote the University's values

## Introduction

### About these Conditions of Registration

When you register to study with The Open University you are entering into a legal agreement with us which places legally binding obligations on each of us.

These Conditions of Registration and the Registration Agreement set out the terms of the agreement between us. They refer to policies and procedures, to Open University regulations and to codes of practice. Together, these documents set out the details of your rights and obligations as a student of The Open University.

You should make sure that you understand what is expected of you and what you can expect from us. If there is anything in your Offer Letter, in these Conditions, or in any of the documents that are referred to that you do not understand, or that you wish to discuss, please contact the [Research Degrees Team](#) before you complete your registration. You should also check your Offer Letter carefully before you submit your Acceptance of Offer to make sure that all of the details are correct.

Should any details in the Offer Letter be incorrect please [contact us](#) to tell us what changes are required.

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### Summary of the main terms of the contract between us

This section sets out a brief summary of the main terms of your contract to study with The Open University. The full terms are set out throughout this document and in the other policy and regulatory documents referred to within this document.

1. This is a legally binding agreement between you and The Open University, to study an Open University postgraduate research degree
  - a) You have a statutory right to cancel your Registration Agreement with The Open University within 14 calendar days of the date of completing the Registration Agreement.

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- b) If you cancel your registration more than 14 calendar days after the date of completing the Registration Agreement, you may still do so, but you may, in certain circumstances, remain liable to pay fees.
2. You agree to pay the fees for your qualification, unless you are in receipt of a studentship, a fee waiver or your fees are being met by a third party as outlined in your Offer Letter. If you do not pay your fees, The Open University can end this agreement and/or can take legal action to recover unpaid fees from you.
  3. There may be additional costs to study. These include the costs of materials (e.g. chemicals, access to specialist software, books and journals, stationery, computers and printing) and travel to and from the place of study or an examination. By applying to study at The OU and agreeing to the offer of registration, you expressly agree to meet these additional expenses.
  4. We will use your personal information to maintain your student record, to provide support for your studies and for other facilities. Please see the [Student Privacy Notice](#) for more information. We will only share your information with others in accordance with our [Student Privacy Notice](#).
  5. We will provide you with supervision, training and support as described in the online prospectus and in the Research Degree Handbooks.
  6. You agree to study for the qualification, make reasonable use of the support provided and to carry out activities as required for that qualification.
  7. There is no guarantee of academic success. The Open University will use its academic judgement to decide whether you have met the learning outcomes for the degree that you are studying.
  8. In order to remain registered on the programme you must maintain academic progress, in order to be successful you must submit and defend your thesis to the satisfaction of the examination panel appointed to evaluate your research. In some circumstances you will be given an opportunity to make corrections and or resubmit your thesis.
  9. If you are required to resubmit your thesis a further fee is payable. The level of fees may change as set out in the Fee Rules / Fee Rules (ARC). If you do not achieve the qualification you will not be entitled to a refund of fees.
  10. If you wish to change your mode of study (e.g. full time to part time), you may do so only in accordance with the regulations [Research Degree Regulations](#).
  11. The Open University can apply conditions to your study or cancel your registration if it is reasonably necessary to do so for reasons of health, safety and welfare of yourself or others, or to comply with statutory responsibilities.
  12. The University can end this agreement if:
    - a) You have provided us with false or misleading information;
    - b) You have not done something you were required to do to as a condition of your registration (for example, to pass probation);
    - c) You do not pay your fees;

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- d) You are found to have committed a serious breach of the [Code of Practice for Student Discipline](#) or the [Code of Practice for Research](#), or any breach of restrictions placed on your access to study.
- 13. You will be given an Open University computing account, which you must use responsibly and in accordance with the [Student Computing Policy](#).
- 14. You must provide us with your contact details and keep them up to date.
- 15. We will communicate with you through your Open University email account, through the Graduate School Network and other Open University websites. It is your responsibility to check for messages regularly.

## Section A: Your agreement to register as a student

### A1. The terms of the agreement

When The Open University formally accepts in writing, by letter or email, your application to register to study with The Open University, we are entering into a legal agreement with each other.

- a) These Conditions of Registration and the Offer Letter and any supplementary documentation referred to therein contain the terms of the agreement between us. They incorporate and are subject to the rules, regulations, policies and procedures which are made under the Charter and Statutes of The Open University and which are referred to in this document. Together, they set out the rights and responsibilities of each of us which will apply while you are a registered student.
- b) If you are registering for a qualification supported by a third party you may also be required to enter into a supplementary agreement, any such agreement will form part of these Conditions and must be read in conjunction with them.
- c) If you are registering for a qualification which is offered under a partnership agreement between The Open University and another educational institution ('your Local Research Centre' e.g. an Affiliated Research Centre), some of the services and facilities provided to you under this agreement may be provided to you by the Local Research Centre on behalf of The Open University and not all services or facilities may be available. The fee arrangements may also vary, but you will be told separately about the specific arrangements that will apply to you. You may also be required to enter into a supplementary agreement with The Open University and/or the Local Research Centre. Any agreement made under this provision with The Open University will form part of these Conditions and must be read in conjunction with them.
- d) The Offer Letter, the Conditions and the rules, regulations, policies and procedures which form part of it, and any supplementary agreement required under Condition A1b), A1c) contain the entire agreement between us. If, at any time, any Open University employees or agents have agreed anything inconsistent with the Conditions of Registration, the Conditions of Registration will always take priority.

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- e) The Open University Research Committee acting on behalf of the Senate may change rules, regulations, policies and procedures in the circumstances set out in the [Research Degree Regulations](#). The Research Committee will give you reasonable notice of changes to the regulations and rules, and the date they take effect. Please refer to the Principles section of the [Research Degree Regulations](#). These Conditions will incorporate and be subject to changes that take effect during the period for which these Conditions apply.
- f) It is your responsibility as a student to ensure that the qualification you are registering to study is recognised by the appropriate professional body or employer and/or country within which you intend to utilise that study.
- g) These Conditions, and other policies and rules referred to within them, are governed by English Law.

## **A2. Additional conditions for the protection of persons**

The additional conditions in the [Appendix](#) apply to students who are in prison, released on licence or who are subject to any order, restriction or arrangement imposed by a court or by an authorised body on release from custody or for the protection of the public, any section of the public, or any individual, or for the prevention or management of offending behaviour, as applicable. You must notify us promptly if at any time you are or become subject to any such order, restriction or arrangement.

## **A3. Additional conditions to comply with statutory responsibilities**

The Open University may impose conditions or vary the terms on which you study and/or access services and facilities, notwithstanding anything in this agreement or the rules, regulations, policies and procedures if, in the opinion of the University, it is reasonably necessary to do so in order to comply with its duties to protect the health and safety of students, staff, contractors and members of the public, its duties with respect to the safeguarding of young persons or vulnerable adults or in order to comply with its obligations under the Equality Act 2010 or any other statutory duty or obligation.

## **A4. Registration**

You will be required to register in person, presenting original or certified copies of all of the documentation required, as detailed in your Offer Letter. This constitutes the Registration Process. The Registration Agreement will come into force upon completion of the Registration Process. Your application to register as a student of The Open University is subject to you satisfying to The Open University that:

- a) you have met the requirements for registration set out in the Offer Letter; and
- b) you have provided original or certified copies of all of the required documentation

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- c) if applicable, you have entered into a supplementary agreement as required under Condition A1b) or A1c) above; and
- d) if you are a prisoner, you are permitted to register under paragraph A2 “Additional Conditions for the Protection of Persons” above; and
- e) you have paid the relevant fee or provided an approved payment method.

## **A5. Intellectual Property**

- A5.1 Intellectual property (IP) generated through research carried out at the university belongs to The Open University. It is a condition of registration that research students assign any IP arising from their research to the university, with the exceptions listed below.
- A5.2 The Open University retains ownership of the following IP: Original inventions, design rights and copyright in all materials produced during the course of an Open University studentship or in work specifically assigned to a student. This includes written, broadcast and recorded work, computer programs, research information on Open University websites, iTunes, videos and any other forms of storage. Please note that copyright in software, databases, questionnaires and data collected is owned by The Open University and should not be included in papers or books where the IP is assigned to a publisher or other third party.
- A5.3 Copyright in the following is owned by the student (and any co-authors): thesis, personal notes (excluding laboratory notes), books that are not part of a university course, journal articles, conference papers, presentations.
- A5.4 Where research is sponsored by a third party, contractual arrangements must be in place to set out The Open University’s position on research IP. Such arrangements might include third party ownership of IP arising from research, and therefore students must assign the IP to The Open University so that the university can comply with its contractual obligations.
- A5.5 Further information relating to research IP is contained in the [Intellectual Property Commercialisation Handbook](#).
- A5.6 Students can contact the [RAS Research and Enterprise Office](#) for advice and guidance relating to research IP.

## **A6. Residence requirements**

- A6.1 You will be eligible to register to study with us if you are resident in the UK as a UK/EU citizen or if you are an overseas national on a Tier 1, Tier 2 or spouse visa or with a Tier 4 visa where The Open University or a Local Research Centre is the sponsor.
- A6.2 If you are currently resident in the UK on a visitor visa, student visitor visa or working holiday visa, which only allows a stay in the UK for up to six months, you will not be eligible to register.

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- A6.3 If you are not resident in the UK you may only register:
- a) for those qualifications which permit overseas residency
  - b) where you are registered through a Local Research Centre
  - c) where you are in receipt of a residency waiver
- A6.4 When you register, you must provide your home address. If you live outside of the UK, you should **only** give us your work or care of (c/o) address if exceptional permission has been granted to do so. This allows The Open University to accurately determine the fee you are liable to pay, as outlined in our Fee Rules/Fee Rules (ARC). If you are unsure or would like to seek exceptional permission, please contact the Research Degrees Team in the Graduate School.

## **A7. Attendance/Engagement Requirements**

- A7.1 Attendance and engagement requirements whilst registered as a post graduate research student are provided in the Research Degree Regulations. Please see regulations RD 8.1 – 8.6 for students registered on an MPhil/PhD and regulations PD 7.1 - 7.2 for students registered on a Professional Doctorate.

## **A8. Personal information**

- A8.1 The personal information that we have collected from you is shown in the profile section of the Graduate School Network. We also keep records of your contact with us and your participation in training activities.
- A8.2 When you register to study with The Open University the personal information that you have supplied will be used and processed in accordance with the [Student Privacy Notice](#). This may include using your personal information, together with the records we will keep of your participation in learning activities, to provide support to you in your studies.
- A8.3 We use the information that we hold in our records to process your registration, to keep in touch with you, to support you in your studies and to provide services and facilities, so it is important that it is correct. It is your responsibility to keep your personal information up to date and to notify us of any changes or errors. You must notify us within a reasonable time if you change your name, the country where you are resident or ordinarily resident, or any of your contact details. We may require you to provide satisfactory evidence of any change before our records will be updated. Further details of when this and any additional evidence may be required can be obtained from the Research Degrees Team in the Graduate School or seen in full in the [Student Privacy Notice](#).
- A8.4 If you are awarded any qualification of The Open University, any certificate in respect of that qualification will be issued in the name that we hold in our records at the point when your qualification is conferred. A certificate will not be amended or reissued in a different name if a change of name is notified after the date your

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qualification is conferred except in the case of an error by The Open University in recording your personal details or if a valid request is made under the Gender Recognition Act 2004. A duplicate certificate will be issued in the same name as the original certificate (unless amended as above), even if a change of name may subsequently have been notified.

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## **A9. Our rights to make changes**

A9.1 The Research Degree Regulations and the Research Degree Handbooks set out the circumstances in which The Open University may make changes to regulations, your supervision or availability of programmes. The following paragraphs outline the circumstances in which The Open University may make changes to these terms or our educational services:

### **A9.2 Circumstances outside our control**

The Open University will take all reasonable steps to provide the support for your research degree. There may be circumstances outside of our control where we are unable to provide those services in full or in part for reasons such as failure of equipment, fire, flood, pandemic, terrorist acts. In addition, supervisors leaving The Open University (or a Local Research Centre) or industrial disputes are beyond our control. Where those, or similar, circumstances arise we will minimise disruption so far as we are reasonably able to and, wherever practicable, will provide you with reasonable alternative arrangements to continue with your studies.

### **A9.3 Short-term changes to learning, teaching and assessment arrangements**

The Open University may have to postpone, re-locate, re-structure or cancel supervisory meetings, forums, day schools, residential schools and other training sessions, assessments or examinations due to the occurrence of an event or circumstance beyond its reasonable control including, but not limited to, industrial action, whether on the part of The Open University's staff or otherwise, short notice absence of training, examiners or other staff, short notice unavailability of premises, facilities or materials. The Open University will make all reasonable efforts to inform you of any such changes as early as possible and to provide reasonable alternative arrangements wherever practicable to do so.

### **A9.4 Changes to Qualifications**

A9.4.1 The Open University continually seeks to enhance its students' experience and ensure that programmes remain valid, relevant and current. The training sessions that are made available in future as part of your qualification will reflect those aims of The Open University and may therefore not include the same subject content, teaching or assessment methods as those available at the start of your qualification.

A9.4.2 In line with this aim, The Open University may make changes to the structure of its qualifications. These may include such matters as the balance between core, options and free choice components, the balance between coursework and examination or other forms and types of assessment, the order of study and rules

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for progression through the qualification, the requirements for attendance at or participation in specified learning activities.

A9.4.3 You may be given the option to continue your studies under the new structure or to carry on under the original structure, subject to the teach-out arrangements set out in any notice given.

A9.4.4 The notice period provided may be reduced if it is necessary to comply with the requirements of a professional, statutory or regulatory body or of any other body that accredits or validates the qualification.

## **A9.5 Withdrawal of Qualifications**

A9.5.1 If you are registered for a qualification and The Open University has approved the withdrawal of that qualification, you will be given notice of the withdrawal and a reasonable opportunity to complete your study for it before it is withdrawn, subject to the continued availability of the required training. If the period for withdrawal is shorter than that of the qualification time limit, then the withdrawal date will override the qualification time limit.

A9.5.2 Except in the circumstances set out below, the minimum period of notice that you will be given will be sufficient for you to complete the qualification at a study intensity of half of the full-time equivalent rate assuming that you do not fail any component, suspend your registration or seek an extension.

A9.5.3 The notice period set out above may be reduced if it is necessary to comply with the requirements of a professional, statutory or regulatory body or of any other body that accredits or validates the qualification for the change to be made in a shorter period of time.

A9.5.4 If you are unable to complete your qualification within the notice period you will be able to obtain advice and guidance to help you move to an equivalent qualification under The Open Programme.

A9.5.5 You will normally be permitted to complete your qualification up to 12 months after the published withdrawal date if you are resubmitting your thesis.

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## **A10. Your cancellation rights**

A10.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your registration to study for a qualification, without giving any reason, within 14 calendar days of the date of the completing the Registration Process. You will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for that.

A10.2 If you wish to cancel this agreement, or make other changes to your study more than 14 calendar days after the date of completing the Registration Process you must follow the instructions in the [Research Degree Handbooks](#). Your eligibility for a fee refund or a fee credit is set out in the [Fee Rules/ Fee Rules \(ARC\)](#).

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- A10.3 Further information about cancelling or ending your registration, including the actions you must take to do so, can be found in [Section E](#).
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## A11. Complaints and appeals

The Open University has a [Student Complaints and Appeals Procedure](#) and is a member of the Scheme of Independent Adjudication for Higher Education established by the Higher Education Act 2004.

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## A12. Student discipline

The Open University has a [Code of Practice for Student Discipline](#) and a [Code of Practice for Research](#). When you register to study with The Open University you agree to be bound by that codes.

# Section B: Your fees

## B1. Your agreement to pay tuition fees and other charges

- B1.1 When you register as a student of The Open University you agree that you will pay the tuition fees and other charges or costs which must be met in respect of your studies. The tuition fee you agree to pay is shown in your Offer Letter. By applying to study at The Open University and agreeing to these Conditions, you also expressly agree to pay any additional charges which may be due to The Open University in respect of your studies that are not covered by the annual registration fee.
- B1.2 The annual registration fee does not cover all the materials you may need to complete your studies.
- B1.3 If you are eligible to resubmit your thesis, you may be required to register for the period of resubmission and an additional resubmission fee will be payable.
- B1.4 If your qualification includes a residential school, the fee will not cover the costs of accommodation, meals, travel or other facilities provided in connection with attendance at that residential school, whether they are provided by The Open University or otherwise, unless otherwise stated in the relevant Research Degrees Handbook.
- B1.5 Payment of or arrangement to pay your fees must be in place before you register. Prior to registration you will be provided with information about available payment methods.
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## B2. Your liability for fees

- B2.1 When you register to study with The Open University you agree to pay the whole of the fee set out in your Offer Letter or registration confirmation. See

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<http://www.open.ac.uk/postgraduate/research-degrees/fees-and-funding> for details of fees charged.

- B2.2 You are normally required to have paid or secured an agreement to pay your fees by a payment method approved by us before we will accept your registration.
- However, The Open University may, at its discretion, accept your registration before your approved payment method such as a government grant, a student loan or payment by a sponsor has been secured. The exercise of this discretion will be conditional upon you having taken and/or agreeing to take all reasonable steps (as the case may be) to secure that payment method within a reasonable time. If you have not secured that payment within the reasonable time we have given you to do so, The Open University may cancel your registration as set out in [Section E2](#) “The Open University’s right to cancel your registration”. You will be notified in advance if this is the case.
- B2.3 If you are paying your fees using a loan via the Open University Student Budget Accounts Limited (OUSBA) you may remain liable to meet scheduled re-payments unless you have cancelled this agreement in circumstances which entitle you to a full fee refund. You must check the terms of your OUSBA agreement and seek advice from OUSBA Ltd if you are not sure.
- B2.4 You will become liable for annual fees each year you register. You will not be bound to pay fees in relation to future years’ study until you register for those years.
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### **B3. How we calculate your fees**

- B3.1 Your fees are calculated in accordance with our [Fee Rules](#), based on the information that you have given us your intended research programme, your nationality, whether you intend to study full or part-time, whether you are ordinarily resident in the UK, the EU/EEA or elsewhere and, if you are ordinarily resident in the UK, whether this is in England, Northern Ireland, Scotland or Wales.
- B3.2 You are responsible for ensuring that the information provided to us and used in your Offer Letter is correct. If any of your information is inaccurate you must inform us before completing your registration. If we have sent you an Offer Letter and it is in any way incorrect, **do not alter or sign it**. Please [contact us](#) to give us the correct information and we will send you a new Offer Letter.
- B3.3 The Open University reserves the right to check any information that you have given us and, if the checks show that a different fee should be paid, to recover the difference between the fee shown in the Offer Letter and the correct fee if higher. The Open University may share data with external agencies to check that the correct fee has been paid.

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## **B4. Failure to pay fees and charges**

- B4.1 If you do not pay your fees or provide an approved payment method at the time of registration, we will not accept your registration unless paragraph [Section B2.2](#) above (“Your liability for fees”) applies.
- B4.2 If you are permitted to register or enrol under [Section B2.2](#) (“Your liability for fees”) above and you fail to secure an approved payment method within the reasonable time we have given you to do so, The Open University may cancel your registration even if you have started studying. You will be given notice of our intention to cancel your registration and a final opportunity to secure the payment or to pay by a different method. If your registration is cancelled under this paragraph any part payment of fees you or a sponsor have already made will be refunded and any grant or loan in respect of part payment of fees will be cancelled.
- B4.3 If you are intending to pay your fees with the aid of a means tested award from a UK funding authority but your award does not cover your fees in full, your registration will not be complete until such time as any fee shortfall has been covered in full. We will not be able to confirm your registration to your funding authority to allow any maintenance support you may be due to be released to you until your registration is completed.
- B4.4 If we have accepted your registration and, for any reason, the payment method we have accepted is cancelled or withdrawn (for example a credit or debit card payment is not honoured by your bank or a grant or loan is withdrawn) we may cancel your registration even if you have started studying. You will be given notice of our intention to cancel your registration and a final opportunity to secure the payment or to pay by a different method.
- B4.5 If your registration is cancelled under Sections B4.2 or B4.4 above it will be reinstated in the following circumstances:
- a) if you contact us within 7 calendar days of the date of cancellation having secured an agreed payment method or if you provide payment by a different method; or
  - b) if you contact us more than 7 calendar days after the date of cancellation having secured an agreed payment method or if you provide payment by a different method, and you agree to accept the potential impact any gap in your studies may have on your academic progress.
- B4.6 If your registration is cancelled under paragraph B4.2 or B4.4 above you will remain personally liable to The Open University for all the fees which are due by the date of the cancellation. If you do not pay those fees you will be in debt to The Open University and The Open University will take action to recover that debt.
- B4.7 If you are required to pay any other charges in connection with your studies (for example the accommodation charge for a residential school) and you do not pay those charges when they become due you may not be provided with the services or facilities to which those charges relate. If, at The Open University’s discretion, the

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services or facilities are provided and the charges remain unpaid, you will be in debt to The Open University and The Open University will take action to recover that debt.

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## **B5. Consequences of not paying fees or additional charges**

- B5.1 If you do not pay your outstanding fees or other charges, including any further fees and other charges that may fall due, we may take all reasonable steps including legal action to recover those fees and other charges from you.
- B5.2 If you are in debt to us for your fees, we will:
- a) Notify you of what action you may take, if appropriate, to limit any liability for further fees and other charges that may become due and give you a reasonable opportunity to take that action before any further liability is incurred;
  - b) Notify you that you are in debt, the amount of the debt and how you may pay that debt and give you a reasonable opportunity to pay any outstanding fees or other charges before taking any further action against you.
- B5.3 If you are in debt to us for your fees, you will only be permitted to undertake further study for which any further fees or charges may become due if you pay in advance or have another secured method of payment for those fees or charges, which we have accepted, and you discharge or make arrangements to discharge the debt.
- B5.4 If we continue, at our discretion, to provide services or facilities or allow further registration to students who are in debt to us, we reserve the right to take the actions mentioned above at a later date.

## **Section C: Your research**

### **C1. Registration**

When you are registered on the programme shown in the Offer Letter:

- a) you will be provided with supervision, training and support as described in the online prospectus and in the Research Degree Handbooks;
  - b) you agree to study for the qualification, submit documentation at the times and in the manner specified in the regulations and to attend examination(s);
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### **C2. Assessment**

The Open University's [Research Degree Regulations](#) will apply to the assessment of your programme. We will apply our academic judgment to determine the extent (if any) to which the learning outcomes of the degree have been met.

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### **C3. The Residential School element**

- C3.1 If your research degree includes a compulsory residential school element you must participate satisfactorily, as defined in the programme handbook.
- C3.2 If you are attending a residential school in the UK and you require a visa to enter the UK, it is your responsibility to obtain the necessary [Short-term study visa](#). Please [contact us](#) to request a letter from the Research Degrees Team in the Graduate School to use in support of your application for a Short-term study visa. The standard Offer Letter will not suffice.
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### **C4. Notification of relevant disabilities**

If you have told us that you have a disability which might affect your studies, examination or assessment, you must provide us with any further information we ask you for so that we comply with our responsibility to make reasonable adjustments under the Equalities Act 2010.

## **Section D: Your qualification**

### **D1 Your declared qualification**

Your declared qualification is shown in your Offer Letter. Subject to the time limits as stated in your Offer Letter and the [Research Degree Regulations](#), we will provide you with the opportunity to study at the required level on the proviso that you make satisfactory academic progress.

## **Section E: Ending your registration**

### **E1. Cancelling your registration**

- E1.1 To cancel your initial registration, you must inform The Open University of your decision in writing either by making a clear statement by letter or email.

If you do not formally cancel your registration you will not be eligible for any fee refunds, even if you do not participate or cease to participate in the programme.

- E1.2 You must follow agreed procedures in order to cancel your registration, as follows:

a) **Withdrawing your application before you are registered**

If you want to withdraw your application before you are registered, you should not proceed with your registration. If we have sent you an Offer Letter and you have not signed and returned the Acceptance of Offer, do not alter or sign this agreement. Please contact us to tell us and we will cancel your application.

b) **Withdrawing from your qualification within 14 calendar days of registration**

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Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your registration, without giving any reason, within 14 calendar days of the date of completion of the Registration Process. If you do so, you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay.

c) **Withdrawing from your qualification more than 14 calendar days after registration**

If you cancel this agreement after more than 14 days you must follow the guidance provided in the [Research Degrees Handbooks](#). Your eligibility for a fee refund or a fee credit is set out in the Fee Rules/ Fee Rules (ARCs).

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## **E2. The Open University's right to terminate your registration**

E2.1 The Open University may terminate your registration at any time if:

- a) we find that you have given us information which is false or misleading;
- b) you fail to meet any academic or administrative requirements shown in the [Research Degree Regulations](#) or the [Research Degree Handbooks](#) (e.g. failure to make satisfactory academic progress);
- c) you fail to pay your tuition fees as set out in Section B ("Your fees") or are in debt to The Open University in respect of tuition fees or other academic charges;
- d) you were required to make a supplementary agreement as referred to in Condition A1c) or A1d) and you have failed to complete such an agreement;
- e) you are unable to meet any conditions in a supplementary agreement that are specified as requirements for registration or continued registration;
- f) you break any of the conditions set out in this document (and any of the other rules and regulations referred to in it) or in any supplementary agreement;
- g) you are excluded from study as a result of a breach of the [Code of Practice for Student Discipline](#) or the [Code of Practice for Research](#), or any breach of restrictions placed on your access to study.

Please note that we may also seek prosecution if you have supplied fraudulent information.

E2.2 If The Open University terminates your registration you may not participate in any learning or assessment activities after the date of cancellation.

E2.3 If your registration is cancelled under paragraph E2.1b), E2.1d) or E2.1e) after the start date because you have not met the entry requirements or the regulatory requirements of the qualification, you may be entitled to a full or partial discretionary refund of the fees/fee waiver, unless this is due to default on your part. Please refer to the Fee Rules/ Fee Rules (ARC) for more information.

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## Section F: Computing

### F1. Your Open University computing account

The University will provide you with a secure Open University computing account. It is your responsibility to keep your account secure and confidential. You must comply with our [Student Computing Policy](#).

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### F2. Keeping your account secure

F2.1 You must notify the Open University Computing Helpdesk as soon as reasonably practicable by phoning +44 (0)1908 653972 or by emailing [OU-Computing-Helpdesk](#) if you think that there has been any loss of security on your Open University computing account.

F2.2 If you do not comply with Condition F2.1 above, you will be liable for any fraudulent transactions relating to your registration.

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### F3. Sharing information in online activities

Your Open University computing account enables you to participate in online activities. These may include compulsory activities for your programme. When you participate in these activities, your name, preferred email address, your Open University Computer Username and the content you contribute will be displayed online to students and Open University staff who have a need to see the information concerned.

## Section G: How we will communicate with you

### G1. By email

G1.1 Upon registration you will be provided with an Open University email address, which we will use to correspond with you.

G1.2 It is your responsibility to check your email regularly. You will be sent important information about your registration and about your studies by email.

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### G2. Through ‘The Graduate School Network’

Your Open University computing account will include access to a personalised Open University website called ‘[The Graduate School Network](#)’. This website will include details of the personal information we hold about you and it will provide you with access to some forms, guidance and a range of other resources that will support your studies. We will also use Graduate School Network to post messages that will be relevant to you, and may not be provided by any other media. It is your responsibility to check [Graduate School Network](#) regularly.

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### **G3. Through Open University websites**

Your Open University studies will also provide you with access qualification websites where available. These websites will provide access to training materials and other programme resources and may be used to post messages about your qualification that may not be provided by any other media. It is your responsibility to check your qualification website regularly.

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### **G4. Recording telephone calls**

We may monitor and record phone calls between you and The Open University to make sure that we have carried out your instructions correctly and to help us improve our services through staff training.

## **Section H: Using library facilities**

If you use the Open University library services, you will be bound by our [Copyright Regulations](#) which you will be asked to agree to when you first use those services.

## **Section I: Indemnity insurance**

The Open University has indemnity insurance for directly registered PGR students carrying out research related to their studies. If you are registered through a Local Research Centre it is your responsibility to ensure that you are covered by their indemnity insurance.

## **Glossary of terms**

### **Conferred**

Is when the award of the qualification has been formally ratified at a meeting of congregation (Council and Senate), following which the formal certificate is issued.

### **Declared Qualification**

Is a declared qualification that you have told us that you are studying towards.

### **Postgraduate Research Student (PGR)**

Is a student who is registered for a post graduate research degree.

### **Registration**

Is the process by which you become a student of the University. Subject to these conditions you may register for a qualification.

### **Registered Qualification**

Is a qualification that you have formally registered to study.

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## Registration Process

Is the process by which your registration with The Open University is finalised. It requires the presentation in person of original or certified copies of all of the documentations required as detailed in your offer letter.

### Us

Refers to The Open University.

## Further clarification

For more information about registration, fees or to change or cancel your studies, please contact:

### Research Degrees Team

The Open University

Walton Hall

Milton Keynes

MK7 6AA

[www.open.ac.uk](http://www.open.ac.uk)

Phone +44 (0)1908 654 882

Email: [research-degrees-office@open.ac.uk](mailto:research-degrees-office@open.ac.uk)

## Alternative format

If you require this document in an alternative format, please contact the Student Support Team via <http://www.open.ac.uk/contact/> (phone +44 (0)300 303 5303), or your dedicated Student Support Team via StudentHome if you are a current Open University student.

(Research Degrees Office are to be contacted for requests relating to postgraduate research student policies via [research-degrees-office@open.ac.uk](mailto:research-degrees-office@open.ac.uk)).

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# Appendix

## Additional conditions for the protection of persons

### Ap 1. Who do these additional conditions apply to?

These Additional Conditions of Registration are applicable to students who are in prison, released on licence or who are subject to any order, restriction or arrangement imposed by a court or by an authorised body on release from custody or for the protection of the public, any section of the public, or any individual, or for the prevention or management of offending behaviour.

#### Ap 1.1 Prisoners in England or Wales

- a) If you are prisoner in England or Wales this Registration Agreement is subject to the Prison Services Instruction PSI 32/2012 (Open University, Higher Education and Distance Learning) or any other Prison Services Instruction which replaces, amends or supplements it.
- b) If you become a prisoner while you are registered for a qualification, this agreement will become subject to that Instruction from the date on which you are imprisoned. You may not register for a qualification or remain registered for a qualification except as permitted under the Instruction currently in force.
- c) Details of qualifications that are available for study by prisoners under the Instruction will be provided in the appropriate Open University prospectus.

#### Ap 1.2 Prisoners in Scotland

- a) If you are a prisoner in Scotland, an application to register for a qualification will only be accepted if it is made under the Scottish Prison Service Higher Education Access Scheme. This Registration Agreement is subject to the terms of that Scheme.
- b) If you become a prisoner while you are registered for a qualification or this agreement will become subject to that Scheme from the date on which you are imprisoned. You may not register for a qualification or remain registered for a qualification except as permitted under the Scheme currently in force.
- c) Details of qualifications that are available for study by prisoners under the Instruction will be provided in the appropriate Open University prospectus.

#### Ap 1.3 Prisoners in Northern Ireland

- a) If you are a prisoner in Northern Ireland this Registration Agreement is subject to the Open University Northern Ireland Prison Service Scheme.
- b) If you become a prisoner while you are registered for a qualification or this agreement will become subject to that Scheme from the date on which you are imprisoned. You may not register for a qualification or remain registered for a qualification except as permitted under the Scheme currently in force.
- c) Details of qualifications that are available for study by prisoners under the Instruction will be provided in the appropriate Open University prospectus.

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#### **Ap 1.4 Prisoners in the Republic of Ireland**

- a) If you are a prisoner in the Republic of Ireland this Registration Agreement is subject to the Open University Irish Prison Service Scheme.
- b) If you become a prisoner while you are registered for a qualification or this agreement will become subject to that Scheme from the date on which you are imprisoned. You may not register for a qualification or remain registered for a qualification except as permitted under the Scheme currently in force.

#### **Ap 1.5 Prisoners outside of the United Kingdom or the Republic of Ireland**

- a) If you are a prisoner outside the United Kingdom or the Republic of Ireland you may not register or enrol to study with The Open University.
- b) If you become a prisoner outside the United Kingdom or Republic of Ireland while you are registered for a qualification, your registration will be cancelled with effect from the date on which you are imprisoned.

#### **Ap 2 Students subject to orders, restrictions or arrangements imposed by a court**

- a) If you are not in prison but, whether as a consequence of conviction for an offence or otherwise, you are subject at any time to any order, restriction or arrangement imposed by a court or other authorised body in connection with:
  - i) release on licence;
  - ii) an alternative to a custodial sentence;
  - iii) the protection of the public, or a section of them;
  - iv) the protection of any individual who is, or individuals who are, connected with The Open University;
  - v) preventing, restricting or managing offending behaviour of any kind;

You must notify us of any such order, restriction or arrangement. We will assess this and may apply such conditions to your study or restrict access to services or facilities provided in connection with your study as may reasonably be required for the protection of its staff, contracted staff, students or reputation.

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